

DEC 6 3 27 PM '73

BOOK 1296 PAGE 897

SOUTH CAROLINA

VA Form 26-6138 (Home Loan)
Revised August 1963. Use of this form is subject to Federal National Mortgage Association.
S. TANKERSLEY
R.M.C.

MORTGAGE

STATE OF SOUTH CAROLINA, }
COUNTY OF GREENVILLE } ss:

WHEREAS:

ARTHUR JOSEPH FAZIO AND HILDA B. FAZIO

Greenville County, South Carolina, hereinafter called the Mortgagor, is indebted to

COLLATERAL INVESTMENT COMPANY

, a corporation organized and existing under the laws of the State of Alabama, hereinafter called Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of Thirty Nine Thousand Nine Hundred Fifty and No/100----- Dollars (\$ 39,950.00), with interest from date at the rate of eight & one-half per centum (8-½ %) per annum until paid, said principal and interest being payable at the office of Collateral Investment Company, 2233 Fourth Avenue, North in Birmingham, Alabama, or at such other place as the holder of the note may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Three Hundred Seven and 22/100----- Dollars (\$ 307.22), commencing on the first day of January, 1974 and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of November, 2003

Now, KNOW ALL MEN, that Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, and released, and by these presents does grant, bargain, sell, assign, and release unto the Mortgagee, its successors and assigns, the following-described property situated in the county of Greenville, State of South Carolina;

ALL that piece, parcel or lot of land with all buildings and improvements thereon situate, lying and being on the southeastern side of Great Glenn Road in the County of Greenville, State of South Carolina being shown as the greater portion of Lot No. 172 on a plat of Del Norte Estates, Sheet 1, made By Piedmont Engineers & Architects dated August 28, 1968 recorded in the RMC Office for Greenville County, S.C. in Plat Book WWW, pages 32 and 33 and having according to a more recent plat thereof made by James R. Freeland, R.L.S. dated November 30, 1973 recorded in the RMC Office for Greenville County, South Carolina in Plat Book 5C, page 150, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Great Glenn Road at the joint front corner of Lots Nos. 172 and 173 and running thence with the common line of said lots, S. 41-47 E. 157.8 feet to an iron pin at the joint rear corner of said lots; thence with the rear line of Lot No. 181, S. 51-50 W. 95.0 feet to an iron pin on the rear line of Lot No. 170; thence with the rear line of Lot No. 170, N. 41-00 W. 47.0 feet to an iron pin; thence along the new line through Lot No. 172, N. 61-51 E. 4.7 feet to an iron pin; thence along a new line through Lot No. 172, N.35-36 W. 123.7 feet to an iron pin on the southeastern side of Great Glenn Road; thence with the southeastern side of Great Glenn Road, N. 60-25 E. 78.0 feet to an iron pin, the point of beginning.

The mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are guaranteed under the provisions of the Servicemen's Readjustment Act of 1944, as amended, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed. Upon any violation

Together with all and singular the improvements thereon and the rights, members, hereditaments, and appurtenances to the same belonging or in anywise appertaining; all the rents, issues, and profits thereof (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are and shall be deemed to be, fixtures and a part of the realty and are a portion of the security for the indebtedness herein mentioned;